



ORDINANCE NO. 9

SERIES 2020

**AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE SLATE RIVER
SUBDIVISION TO THE TOWN OF CRESTED BUTTE, COLORADO.**

WHEREAS, the Town of Crested Butte, Colorado ("Town") is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the constitution and laws of the State of Colorado; and

WHEREAS, Cypress Foothills, LP ("Annexor") submitted a Petition for Annexation dated February 26, 2019, requesting that the Town annex the Slate River Subdivision; and

WHEREAS, on March 4, 2019 the Town Council found the Petition for Annexation to be in substantial compliance with § 31-12-107(1), C.R.S. and § 31-12-105, C.R.S.; and

WHEREAS, an Annexation Hearing on the Slate River Annexation was opened on April 15, 2019, continued to September 3, 2019, continued to December 16, 2019, continued April 6, 2020, and continued to May 18, 2020; and

WHEREAS, on April 6, 2020 after taking testimony the Town Council adopted Resolution No 11 Series 2020, finding that the Slate River Subdivision is eligible for annexation pursuant to the statutory criteria for annexation in C.R.S. §§ 31-12-104 and 105 and the criteria in Sec. 15-1-80 of the Crested Butte Municipal Code; and

WHEREAS, the Town Council finds that an election pursuant to §§ C.R.S. 31-12-107(2) or 31-12-112(1) is not required; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to annex the Slate River Subdivision into the Town of Crested Butte.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF CRESTED BUTTE, COLORADO, THAT:**

Section 1. Annexation. The Slate River Subdivision, described as follows and shown on the annexation map attached hereto as Exhibit A, is hereby annexed to and made part of the Town of Crested Butte:

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township



13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No. 497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No. 474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said



County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 1/4 inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Also known as West Remainder Parcel, Aperture, according to the Plat thereof, recorded as Reception No. 648057 in the Gunnison County Clerk and Recorder's office.

Section 2. Annexation Agreement.

- 2.1 The Annexor and Town have agreed that the annexation of the Slate River Subdivision is subject to the conditions, covenants, and agreements set forth in the Annexation Agreement attached hereto as Exhibit B and incorporated herein by reference.
- 2.2 The Mayor is hereby authorized to execute the Annexation Agreement.

Section 3. Associated Agreements. Annexor and the Town have entered into associated agreements pertaining to the Slate River Subdivision described on Exhibit C, Associated Agreements Between the Town of Crested Butte and Cypress Foothills, LP and Other Documents Related Thereto.

Section 4. Annexation Effective Date. The annexation of the Slate River Subdivision shall be complete and effective upon the effective date of this Ordinance and compliance with the filing requirements in C.R.S. § 31-12-113.

Section 5. Effective Date of this Ordinance. This Ordinance shall take effect thirty (30) days after publication.

INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS 6^m DAY
OF ~~MAY~~, 2020

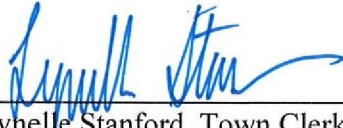
April was
ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
HEARING THIS 18^m DAY OF MAY, 2020



TOWN OF CRESTED BUTTE, COLORADO

By 
James A. Schmidt, Mayor

ATTEST:


Lynelle Stanford, Town Clerk





Slate River Annexation Ordinance- Exhibit A

ANNEXATION MAP

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WEST REMAINDER PARCEL, APERTURE SUBDIVISION,
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,
RANGE 86 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO

ANNEXATION MAP	
1. NAME OF THE CITY OR COUNTY	2. DATE OF THE ANNEXATION
3. NAME OF THE PERSON OR FIRM	4. DATE OF THE ANNEXATION
5. NAME OF THE PERSON OR FIRM	6. DATE OF THE ANNEXATION
7. NAME OF THE PERSON OR FIRM	8. DATE OF THE ANNEXATION
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21. NAME OF THE PERSON OR FIRM	22. DATE OF THE ANNEXATION
23. NAME OF THE PERSON OR FIRM	24. DATE OF THE ANNEXATION
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89. NAME OF THE PERSON OR FIRM	90. DATE OF THE ANNEXATION
91. NAME OF THE PERSON OR FIRM	92. DATE OF THE ANNEXATION
93. NAME OF THE PERSON OR FIRM	94. DATE OF THE ANNEXATION
95. NAME OF THE PERSON OR FIRM	96. DATE OF THE ANNEXATION
97. NAME OF THE PERSON OR FIRM	98. DATE OF THE ANNEXATION
99. NAME OF THE PERSON OR FIRM	100. DATE OF THE ANNEXATION

Surveyor's Certificate
I, JOHN R. GUTTON, A JULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HAVE BEEN EMPLOYED BY THE STATE OF COLORADO, AND
THAT THIS ANNOTATED MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON APRIL 23, 2017 AND THAT AT LEAST 1/8TH OF THE DESCRIBED LAND TO BE ANNEALED IS CONSIDERED TO THE EXISTING FORM OF CRISTED BUTTE CANYON.

JOHN R. GUTTON, COLORADO P.L.S. #16408
CRISTED BUTTE CANYON, INC.



Slate River Annexation Ordinance- **Exhibit B**

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
P.O. Box 39
Crested Butte, CO 81224

ANNEXATION AGREEMENT

THIS Annexation Agreement (this "Agreement") is made and entered into this Sep. 9 2020 (the "Effective Date"), by and between the Town of Crested Butte, Colorado (the "Town"), a Colorado home rule municipality and Cypress Foothills, LP ("Annexor"), a Texas limited partnership.

RECITALS

WHEREAS, Annexor previously platted certain property located in Gunnison County, Colorado (the "County") as the "Aperture Subdivision," and shown on the plat recorded in the Office of the Gunnison County Clerk and Recorder on August 1, 2017, at reception number 648057 pursuant to and in accordance with Board of County Commissioners of Gunnison County Resolution No. 17-25, which resolution is recorded at reception number 648056 in the Office of the Gunnison County Clerk and Recorder (the "County Approvals"); and

WHEREAS, the Aperture Subdivision consists of an "East Parcel" containing residential lots and common areas, which will remain in the County, and a West Parcel, which will be annexed to the Town. The "West Parcel" or "Annexation Parcel" is legally described in Ordinance No. 9, Series 2020, recorded on Sep. 10, 2020 at reception number 669204 in Office of the Gunnison County Clerk and Recorder (the "Annexation Ordinance"), and shown on the Final Plat of the Slate River Subdivision to be recorded in the Office of the Gunnison County Clerk and Recorder, (the "Plat"). As shown on the Plat, the West Parcel includes the "Applicant Retained Lands" and "Town Parcel 1," "Town Parcel 2," "Town Parcel 3," "Town Parcel 4," "Town Parcel 5," "Town Parcel 6(a)," "Town Parcel 6(b)," "Town Parcel 7," "Town Parcel 8," and "Town Parcel 9," (each a "Town Parcel"; together collectively, the "Town Parcels"); and

WHEREAS, Annexor filed a petition with the Town dated February 26, 2019 to annex the West Parcel to the Town, and the Town accepted the petition as being in compliance with the Municipal Annexation Act and Crested Butte Municipal Code; and

WHEREAS, Cypress has implemented a voluntary cleanup plan ("VCUP") for certain parcels on the West Parcel and received a No Action Determination dated July 8, 2019 ("NAD") from the Colorado Department of Public Health ("CDPHE") which imposed Environmental

Slate River Annexation Ordinance – **Exhibit B**
Annexation Agreement



Covenants recorded in the real property records of the Office of the Gunnison County Clerk and Recorder at Reception Nos. 660859, 660860, and 660861, respectively; and

WHEREAS, the parties have executed the Pre-Annexation agreement recorded in the real property records of the Office of the Clerk and Recorder of the County at Reception No. 638399, the Amended Pre-Annexation Agreement recorded in the real property records of the Office of the Clerk and Recorder of the County at Reception No. 643828, and the Second Amendment to the Pre-Annexation Agreement recorded in the real property records of the Office of the Gunnison County Clerk and Recorder at Reception No. 656557 (collectively the "Pre-Annexation Agreements"); and

WHEREAS, the Pre-Annexation Agreements contain multiple provisions concerning the West Parcel, but also the East Parcel, access to it, its use, Town water and sewer service thereto, and other infrastructure supporting the same; and

WHEREAS, the parties desire to keep the Pre-Annexation Agreements in full force and effect, but to supersede and replace the Pre-Annexation Agreements to the extent the subject matter set forth herein is duplicative of the subject matter contained in the Pre-Annexation Agreements and to otherwise supplement and clarify the Pre-Annexation Agreements with this Agreement, especially as such Pre-Annexation Agreements pertain to the West Parcel; and

WHEREAS, the parties have entered into other agreements pertaining to the West Parcel, the Aperture Subdivision, and the East Parcel, which are set forth on Exhibit C to the Annexation Ordinance (the "Associated Agreements"); and

WHEREAS, the Town Council approved Resolution 11 Series 2020 finding that annexation of the West Parcel to the Town satisfies the criteria for annexation into the Town; such Resolution contemplates execution of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Annexor agree as follows:

A. GENERAL PROVISIONS

1. Relationship to Prior Pre-Annexation Agreements. The intent of this Agreement is to supersede and replace the Pre-Annexation Agreements to the extent the subject matter set forth herein addresses the subject matter contained in the Pre-Annexation Agreements and to otherwise supplement and clarify the Pre-Annexation Agreements.

1.1 If there are relevant, applicable, and ongoing subject matters addressed in the Pre-Annexation Agreements that are not addressed by the subject matter set forth in this Agreement, the Pre-Annexation Agreements shall still control with respect to any such matters.



1.2 This Agreement does not terminate any rights and obligations of the Town or transferees of any title or interest in the East Parcel under the Pre-Annexation Agreements that were in effect at the time of transfer by Annexor of any title or interest in the East Parcel to such transferees, and the Town and such transferees shall continue to be bound and benefited by the Pre-Annexation Agreements to this extent.

1.3 In the event of any conflict between any terms in this Agreement and the Pre-Annexation Agreements, this Agreement shall control. Except for the Associated Agreements and those provisions of the Pre-Annexation Agreements that continue in effect under subsections A.1.1 and A.1.2 above, this Agreement represents all of the terms and conditions that will be imposed on the Annexor as a condition of annexation of the Annexation Parcel.

2. Covenant Running with the Land. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Annexation Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Annexation Property and all successors in interest of the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

3. Annexation Laws. The annexation of the Annexation Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Municipal Code and all applicable laws. Annexor agrees that it will not withdraw the annexation petition.

4. Annexation Effective. The Town shall not record this Agreement, or record or file the Annexation Ordinance, and the annexation map until sixty (60) days after the passage of the Ordinance on the second reading by the Town Council.

B. ANNEXATION PARCEL AND BOATER ACCESS EASEMENT AGREEMENT

1. Annexation Parcel Terms and Conditions.

1.1 Applicant Retained Land. Annexor shall retain the Applicant Retained Lands, which shall be divided into six residential lots as shown on the Final Plan. Road B shall serve the Applicant Retained Lands and shall be private. Snow removal and maintenance of Road B shall be the responsibility of the Annexor. Annexor shall dedicate the easements shown on the Plat for the water and sewer infrastructure to be located on the Applicant Retained Lands. The six residential lots located on the Applicant Retained Lands are subject to the Declaration of Protective Covenants for the Slate River Subdivision to be recorded in the Office of the Gunnison County Clerk and Recorder. The Town and Annexor will enter into a Subdivision Improvements Agreement to be recorded in the Office of the Gunnison County Clerk and Recorder concerning the construction of the infrastructure necessary to serve the residential lots located on the Applicant Retained Lands.



1.2 Quit Claim Deed of Conveyance. Concurrent with the final annexation of the Annexation Parcel, Annexor shall convey the Town Parcels by quitclaim deed, substantially in the form attached hereto as **Exhibit A** (“Quit Claim Deed of Conveyance”).

1.3 Compliance with Environmental Covenants and No Action Determination; Enforcement. In addition to all restrictive covenants and obligations required by the Deed of Conveyance, the Town shall abide by the Environmental Covenants and refrain from any uses of the Town Parcels that may disturb the cap constructed as part of the VCUP cleanup, except as provided in subsection B.1.4 of this Agreement. The Town shall also abide by any other controls and conditions contained in the No Action Determination dated July 8, 2019. Annexor shall have the right to enforce, through injunctive relief, the terms of this Agreement, the Environmental Covenants, and the controls and conditions contained in the July 8, 2019 No Action Determination. Except as provided in subsection B.1.4 of this Agreement, the Town must obtain Annexor’s written consent to any amendment or modification to the terms of this Agreement, the Environmental Covenants, or the controls and conditions contained in the July 8, 2019 No Action Determination (“NAD”).

1.4 Town Parcel 5 Voluntary Clean-up Plan. If the Town desires to use Town Parcel 5 for affordable housing, the Town may apply to CDPHE for approval of another Voluntary Cleanup Plan to develop Affordable Housing on Town Parcel 5 which Voluntary Cleanup Plan shall not cause any interference with the NAD as it relates to the other Town Parcels.

1.5 Release and Covenant Not to Sue. The Town hereby releases Annexor, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels (the “Released Parties”) in connection with the transfer of the Town Parcels to the Town, including all portions of the Old Town Landfill located on Town Parcel 2, Town Parcel 3, Town Parcel 4, and Town Parcel 5. This release of the Released Parties includes a release of all claims whatsoever, and the Town covenants not to sue any of the Released Parties with respect to any site conditions or any responsibilities or liabilities, including without limitations any environmental liabilities related to the Town Parcels. The Town shall record against Town Parcel 2, Town Parcel 3, Town Parcel 4, and Town Parcel 5, a notice, confirmation and a release and covenant not to sue the Released Parties, which shall be a condition of any transfer to any future purchaser of any portion of Town Parcel 2, Town Parcel 3, Town Parcel 4, or Town Parcel 5, and to which any future purchaser of any portion of such Town Parcels must agree.

1.6 Compensation for Town Parcel 3. Upon conveyance, Town shall transfer to Annexor funds in the amount of \$350,000.00.

1.7 Representations and Warranties. Annexor represents and warrants that it has provided to the Town all record and off record information within its possession regarding the Town Parcels, including, without limitation, any and all environmental reports, tests and studies thereof.

2.0 Boater Access Easement Agreement. Annexor and the Town shall enter into a “Boater Access Easement Agreement” substantially in the form set forth in **Exhibit B**,



concurrently with the annexation and conveyance of the Town Parcels, memorializing the terms and conditions for boater use of the Slate River as it flows through the East Parcel.

C. **OTHER TERMS AND CONDITIONS**

1.0 Modification of County Approvals. Annexor shall not seek to revise or otherwise modify the County Approvals without prior written approval of the Town.

2.0 River Trail. Annexor shall complete installation of the River Trail and landscape improvements pursuant to the Development Improvements Agreement recorded on August 31, 2017, at reception number 648730, Landscape Maintenance, License, and Easement Agreement recorded November 9, 2018 at reception number 657206, and the First Amendment thereto, recorded Sep. 8, 2020, at reception number 669111.

3.0 Connection of Adjacent Parcels to Water or Sewer. On the written the request of the Town, Annexor shall permit and shall not unreasonably condition or delay an adjacent property owner's request to connect to the Town's water or sewer system through the East Parcel and the Applicant Retained Lands; provided that any such connection shall not result in an increase in cost or expense to Annexor, such costs and expenses shall be borne exclusively by such adjacent property owner benefiting from such connection, for a period of twenty-five (25) years from the execution of this Agreement, such adjacent property owner shall be responsible for a proportionate share of all costs Annexor incurred in extending the Town's water and sewer system to the East Parcel or the Applicant Retained Lands, as applicable, with additional terms, conditions, setbacks, and easements as appropriate for such future connections to be negotiated between Annexor and such third parties. Such terms and conditions shall include compliance with all applicable Town requirements, including, without limitation, §13-1-280 of the Code and the Town Specifications, as amended and modified from time to time. For purposes of this subsection C.3.0, a "proportionate share of all costs Annexor incurred in extending the Town's water and sewer system to the East Parcel or the Applicant Retained Lands" shall mean the percentage of such costs determined by using a ratio, the numerator of which is the number of units being developed by the adjacent property owner, and the denominator of which is the number of units being developed by the adjacent property owner plus the number of units on the property through which the water and sewer connection is being made, either the East Parcel (23 units) or the Applicant Retained Lands (6 units), as applicable.

4.0 Road and Infrastructure Maintenance and Snow Plowing. All road and utility infrastructure maintenance and snow plowing on the East Parcel shall be the sole responsibility of Annexor at its cost and expense. Annexor agrees not to erect a gate or fence across Pyramid Avenue at the boundary between the West Parcel and the East Parcel; however, all roads and other property on the East Parcel, including the bridge over Pyramid Avenue, and its abutments, are private. On the West Parcel, Pyramid Avenue shall be public, and in addition, the Town hereby conveys a right of way along Pyramid Avenue through the West Parcel for the benefit of all property owners on the East Parcel. Road B shall be private and its construction and maintenance and the costs thereof shall be the sole responsibility of Annexor, its successors, or assigns. Annexor, its successors or assigns shall be responsible for the maintenance of water and wastewater infrastructure at its sole cost and expense, only until the completion, acceptance, and

Slate River Annexation Ordinance – **Exhibit B**
Annexation Agreement



dedication of such infrastructure. Thereafter, the Town shall be responsible for the maintenance of the water and wastewater infrastructure. Annexor its successor or assigns shall be responsible for snow removal along all roads and alleys on the West Parcel East of the intersection of 8th Street and Pyramid Avenue.

5.0 Odor Control and Bus Barn Lighting. Annexor reserves the right, in its sole discretion, and at its sole expense, to require that the Town install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated, or as otherwise agreed to by the parties. Such odor control mitigation work shall be performed by the Town and/or its contractors. Subject to the prior approval of the Town Manager, Cypress may modify the light fixture on the side of the bus barn to minimize spill over onto Applicant Retained Lands.

6.0 Signage, Fencing, Landscape Buffering. Temporary marketing signs currently located on Town Parcel 2 are allowed to remain in their current condition and configuration for three (3) years after the effective date of the Annexation. Cypress shall have the right to repair and maintain these signs during this time period. Directions to the Aperture Subdivision shall be included on Town way finding signs at the corner of Gothic Road and Pyramid Avenue. Cypress or the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA”) shall have the right to install fencing and signage between Town Parcel 6(b) and Town Parcel 6(a) preventing public access to Town Parcel 6(a). The signage will indicate that the property behind the sign (Town Parcel 6(a)) contains “wetlands” or “sensitive habitat” and that there is “no public access.” Cypress or the Aperture HOA shall also have the right to install fencing and signage on Town Parcel 6(b) directly below the north side of the Pyramid Avenue Bridge across the Slate River that precludes public access underneath the bridge. Accompanying signage will indicate that there is “no public access” underneath the bridge. Finally, Cypress or the Aperture HOA shall have the right to install fencing or signage on Town Parcel 9 and Town property adjacent thereto that limits public access on Town Parcel 9 and the adjacent Town property to the River Trail itself, and which effectively precludes public access to the Slate River from Town Parcel 9 and the adjacent Town property. The fencing authorized by this subsection C.5.0 shall be similar to the wildlife friendly fencing along the Rec Path used to separate the Rec Path from adjacent private property. Such signage will indicate that the property behind the signs contains “wetlands” or “sensitive habitat” and that there is “no public access” to the Slate River at that location. The Town and Annexor shall cooperate with respect to the placement of Annexor's signage at any other agreed upon locations on the West parcels. Annexor or the Aperture HOA shall have the right to erect and maintain a permanent “entry feature” sign on the bridge, or immediately adjacent to the bridge in accordance with any applicable Gunnison County requirements. The Town shall cooperate with Applicant to ensure appropriate buffering between development of the East Parcel and Applicant Retained Lands, on the one hand, and the Town Parcels and any Town properties, on the other hand. Development of the Town Parcels shall not compete from a market perspective with Applicant’s residential development on the East Parcel and the Applicant Retained Lands. The Town shall reasonably permit the installation of buffers and other mitigation measures at Annexor’s expense on the West Parcel on adjacent Town property, or as otherwise agreed to by the parties.

D. MISCELLANEOUS



1.0 Costs and Expenses. Each party shall be responsible for its own costs, fees, and expenses in preparing and entering into this Agreement and with respect to the annexation process in general, including but not limited to its implementation and the construction of the infrastructure and improvements on the Town Parcels and the Applicant Retained Lands subject to the Subdivision Improvement Agreement for the Slate River Subdivision.

2.0 Compliance with Law. When fulfilling its obligations under this Agreement, Annexor shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Annexor shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.

3.0 Preservation of Governmental Powers. Nothing in this Agreement constitutes a limitation on or waiver of the Town's legislative powers; its review, approval, or permit authority; or a predetermination of any action taken hereafter by the Town.

4.0 TABOR; Colorado Constitution, Article X, Section 20. Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. (b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town's obligation to pay \$350,000 to Annexor in exchange for the conveyance of Town Parcel 3 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (i) The Town shall not be obligated to pay \$350,000 for the conveyance of Town Parcel 3, and (ii) Annexor shall not be obligated to convey Town Parcel 3.

5.0 Court Action. In the event that the annexation of the Annexation Parcel or any portion thereof is voided by final action of any court, such action not being associated with a referendum or initiative action, the Town and Annexor shall cooperate to cure the legal defect which resulted in disconnection of the Annexation Property. All provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the challenge. Annexor shall reapply for annexation as and when the Annexation Property becomes eligible for annexation.

Slate River Annexation Ordinance – **Exhibit B**
Annexation Agreement



6.0 Severability. If any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid.

7.0 Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by an ordinance of the Town Council.

8.0 Notices. Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP
Attention: Cameron Aderhold
8144 Walnut Hill Lane, Suite 1200
Dallas, Texas 75231
Facsimile: 214-283-1600
cameron.aderhold@cypressequities.com

with a copy to:

Cypress Foothills, LP
Attention: Brian Parro
814 Walnut Hill Lane, Suite 1200
Dallas, Texas 75231
Facsimile: 214-283-1600
brian.parro@cypressequities.com

with a copy to:

Law of the Rockies
Attention: Marcus J. Lock
525 North Main Street
Gunnison, Colorado 81230
Facsimile: 970-641-1943
mlock@lawoftherockies.com

Town of Crested Butte
Attention: Dara MacDonald
507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224
Facsimile: 970-349-6626
dmacdonald@crestedbutte-co.gov

with a copy to:

Slate River Annexation Ordinance – **Exhibit B**
Annexation Agreement



Town Attorney
Sullivan Green Seavy LLC
Barbara J. B. Green or John Sullivan
3223 Arapahoe Ave., Suite 300
Boulder, Colorado 80303
barbara@sullivangreenseavy.com or john@sullivangreenseavy.com

Notice shall be effective when actually received by the party intended to be notified.

9.0 Governing Law; Venue. This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

10.0 Recording; Agreement Runs with the Town Parcels and the Applicant Retained Lands; Binding on Successors and Assigns. Upon execution, Annexor shall record this Agreement in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the Applicant Retained Lands and the West Parcel and shall be binding on the parties' successors and assigns. For purposes of clarity, references to "Annexor" herein shall apply to Annexor, its successors or assigns, as applicable. In the event Annexor no longer owns any real property interest within the West Parcel, this agreement shall, at that point, be exclusively between the Town and Annexor's successors or assigns, as applicable, and the Town shall no longer have any recourse against Annexor.

11.0 Waiver of Defects. In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, or concerning the power of the Town to impose the conditions on Annexor as set forth herein, or over the procedure, substance or form of the resolutions adopting this Agreement.

12.0 Cooperation; Other Documentation; Instruments. The parties shall reasonably cooperate with each other in order to effect the transactions contemplated in this Agreement. The parties shall give, enter into, execute, and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

13.0 Enforcement. The parties, their assigns or successors in interest, in whole or in part, to this Agreement recognize and agree that the damages flowing from any violation of this Agreement are irreparable, and there may be no adequate remedy at law for such violations. Accordingly, in addition to any other rights that may be available to them in law or equity, each party has the right to specifically enforce this Agreement against the other party, their assigns or successors in interest, in whole or in part, by seeking injunctive relief in the District Court in and for Gunnison County, Colorado. All remedies are cumulative and may be applied concurrently.

14.0 Attorneys' Fees; Costs. Should this Agreement become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.



15.0 No Third Party Beneficiary. The parties intend no third party beneficiaries to this Agreement, and none shall be permitted hereunder.

16.0 Electronic Reproductions; Counterparts. For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

WHEREFORE, the parties hereto have executed and entered into this Agreement by their duly authorized officers on the date first written above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____

James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



CYPRESS FOOTHILLS, LP

By: _____

Name: _____

Title: _____



Annexation Agreement – Exhibit A

FORM OF QUITCLAIM DEED OF CONVEYANCE OF TOWN PARCELS

Cypress Foothills, LP, a Texas limited partnership, for good and valuable consideration of \$10.00, in hand paid, hereby sells and quitclaims to Town of Crested Butte, Colorado, a Colorado home rule municipality, whose address is Post Office Box 39, Crested Butte, CO 81224, the following real property in the County of Gunnison and State of Colorado, to wit:

Town Parcels 1 through 9 (collectively, the “Town Parcels”) as shown on the Final Plat of the Slate River Subdivision, recorded on Sep. 10, 2020, at reception number 669207, in the office of the Gunnison County Clerk and Recorder (the “Plat”);

EXCEPTING, however, from Town Parcel 6(b) and Town Parcel 9 any portion of the Pyramid Avenue bridge and improvements related thereto, including but not limited to the bridge abutment, located on said property, and further RESERVING unto Grantor, its successors, and assigns, a perpetual easement for access to such improvements and for the operation, modification, and maintenance of the same; and

RESERVING further unto Grantor, its successors, and assigns, a perpetual easement across Town Parcel 6(a) to store snow and for access to the Pyramid Avenue bridge and improvements related thereto, including but not limited to the bridge abutment, located on Town Parcel 6(b), for the purpose of operating, modifying, or maintaining such bridge and improvements; and

RESERVING further unto Grantor, for itself, and on behalf of the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA”), the right to install fencing and signage between Town Parcel 6(b) and Town Parcel 6(a) preventing public access to Town Parcel 6(a). The signage will indicate that the property behind the sign (Town Parcel 6(a)) contains “wetlands” or “sensitive habitat” and that there is “no public access.” Cypress or the Aperture HOA shall also have the right to install fencing and signage on Town Parcel 6(b) directly below the north side of the Pyramid Avenue Bridge across the Slate River that precludes public access underneath the bridge. Accompanying signage will indicate that there is “no public access” underneath the bridge. Such fencing shall be similar to fencing along the Rec Path used to separate the Rec Path from adjacent private property; and

SUBJECT TO the deed restrictions and covenants as are set forth in Exhibit A-1, which is attached hereto and incorporated herein, with all appurtenances, as is, where is, without any warranties or representations as to the

Annexation Agreement- **Exhibit A**
Form of Quitclaim Deed of Conveyance for Town Parcels

physical or environmental conditions thereof or any other matter related thereto
whatsoever and, specifically, but without limitation, subject to those items
identified on **Exhibit B-1**, which is attached hereto and incorporated herein.

Signed this _____ day of _____, 2020.

CYPRESS FOOTHILLS, LP,
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,
a Delaware limited liability company, its
General Partner

By: _____
Brian Parro, its Vice President

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
Brian Parro, as Vice President of Cypress Foothills GP, LLC, which is the General Partner of
Cypress Foothills, LP.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

Gunnison County, CO
9/10/2020 8:43:29 AM
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Quitclaim Deed of Conveyance - **Exhibit A-1**

COVENANTS AND RESRICTIONS

SUBJECT TO the following deed restrictions and covenants for the benefit of Grantor and all subsequent owners of any lots or parcels shown on the Plat other than the Town Parcels:

Capitalized terms and phrases not otherwise defined herein shall have the meaning ascribed to them in Plat.

Town Parcel 1:

Town Parcel 1 shall be subject to the following deed restriction:

The uses of Town Parcel 1 shall be limited to uses allowed in the "P" zone district of the Town of Crested Butte, Colorado as of the date of this quitclaim deed, subject to the following: (i) any emergency services center to be located on the Town Parcels shall be located only on Town Parcel 1; (ii) no public utility uses shall be allowed on Town Parcel 1; (iii) parking shall only be allowed as an ancillary use to other established uses on Town Parcel 1; and (iv) no building constructed on Town Parcel 1 shall exceed 30 feet in height.

Town Parcel 2:

Town Parcel 2 shall be subject to the following deed restriction and covenant:

Town Parcel 2 shall only be used for open space recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public works facilities), a bus stop, a public hospital or health care facility (but not an emergency services center), a private medical clinic(s) or offices, and parking and restroom facilities ancillary to the foregoing uses or the public recreational use of Town Parcel 4 permitted herein, provided however, that any such parking or restroom facilities shall only be constructed or permitted contemporaneously with the construction of the improvements of Town Parcel 2 permitted herein. The Town shall be solely responsible for obtaining any amendments to the No Action Determination issued by CDPHE on July 8, 2019 and the Environmental Covenant recorded July 3, 2019, at reception number 660859 in the Office of the Gunnison County Clerk and Recorder, as well as any other authorization required by CDPHE that is necessary to allow any of the foregoing uses. The Town shall be solely responsible for obtaining such amendment and authorization and for any required cleanup of Town Parcel 5.

Town Parcel 3:

Town Parcel 3 shall be subject to the following deed restriction and covenant:

Town Parcel 3 shall be used either for open space, parks, snow storage, or for residential uses, provided however, that if Town Parcel 3 is used for residential uses, such residential uses shall be limited to affordable housing, and no more than 10% of the total floor area of residential units may be used for ancillary uses such as home offices or home occupations within

Quitclaim Deed of Conveyance – **Exhibit A-1**
Covenants and Restrictions



residences, if allowed by the underlying residential zone district. The Town shall be solely responsible for obtaining amendments to the No Action Determination issued by CDPHE on July 8, 2019 and the Environmental Covenant recorded July 3, 2019, at reception number 660860 in the Office of the Gunnison County Clerk and Recorder, as well as any other authorization required by CDPHE that is necessary to allow any of the foregoing uses. The Town shall be solely responsible for obtaining such amendment and authorization and for any required cleanup of Town Parcel 5.

Town Parcel 4:

Town Parcel 4 shall be subject to the following deed restriction and covenant:

Town Parcel 4 shall be used only for open space, parks, snow storage and/or additional, limited storage for the public works yard, provided that any additional storage for the public works yard shall be contained and limited to that portion of Town Parcel 4 shown and labeled on the Plat as the "Public Works Storage Area." The Town shall install a 6' chain link fence, with opaque vinyl slats substantially similar to the fence installed by the Town along the southern and western property lines of the service yard to provide screening of storage areas from Pyramid Avenue. Notwithstanding the foregoing, however, that portion of the fence running 370 feet westerly from the western boundary of the 8th street right of way shall be 6' in height, any other portion of this fence after the first 370 feet may be 4' or more in height at the discretion of the Town and may be a 'lay down' type fence that is laid down at the discretion of the Town. No other structures, except for fencing or screening may be installed on Town Parcel 4.

Town Parcel 5:

Town Parcel 5 shall be subject to the following deed restriction and covenant:

Town Parcel 5 shall only be used for open space, parks, snow storage, or for residential uses, provided however, that if Town Parcel 5 is used for residential uses, such residential uses shall be limited to affordable housing, and no more than 10% of the total floor area of residential units may be used for ancillary uses such as home offices or home occupations within residences, if allowed by the underlying residential zone district. The Town shall be solely responsible for obtaining amendments to the No Action Determination issued by CDPHE on July 8, 2019 and the Environmental Covenant recorded July 3, 2019, at reception number 660861 in the Office of the Gunnison County Clerk and Recorder, as well as any other authorization required by CDPHE that is necessary to allow any of the foregoing uses. The Town shall be solely responsible for obtaining such amendment and authorization and for any required cleanup of Town Parcel 5.

Town Parcel 6(a) (Undeveloped Open Space):

Town Parcel 6(a) shall be subject to the following deed restriction:

Town Parcel 6(a) shall only be used to store snow and otherwise only as protected open space for wildlife and maintained in its natural state in perpetuity in order to preserve wetlands and wildlife habitat located thereon. There shall be no public access to or within Town Parcel

Quitclaim Deed of Conveyance – Exhibit A-1
Covenants and Restrictions



6(a). *The Town's access to Town Parcel 6(a) shall be limited to maintenance of fencing, noxious weed mitigation, or other activities necessary to protect wildlife resources. No structures may be installed on Town Parcel 6(a) other than signage deemed necessary by the Town to ensure the preservation of high-quality wetlands and to prevent trespassing.*

Town Parcel 6(b)

Town Parcel 6(b) shall be subject to the following deed restriction and covenants:

Town Parcel 6(b) shall only be used as open recreational space and to facilitate public boating access to the Slate River in accordance with and pursuant to the Boater Access Easement Agreement between Grantor and Grantee recorded on Sep. 10 2020, at reception number 669206, in the Office of the Gunnison County Clerk and Recorder. The Town shall limit development on Town Parcel 6(b) to an improved pedestrian walkway from Pyramid Road to the Slate River. Town Parcel 6(b) is also subject to the following conditions and restrictions:

1. *Commercial use of Town Parcel 6(b) for revenue is not permitted, including but not limited to commercial use of the access Town Parcel 6(b) provides to the Slate River.*
2. *Boater access to the Slate River from Town Parcel 6(b) is limited to non-motorized, hand-carried watercraft such as paddle boards, kayaks, canoes, small non-commercial rafts, inner tubes, and the like.*
3. *In addition to being used to access the Slate River, Town Parcel 6(b) may also be used for recreational purposes, other than fishing, that do not damage or consume such land and result in only light and temporary impacts such as picnicking, sunbathing, reading, resting, and relaxing.*
4. *There shall be no camping on Town Parcel 6(b).*
5. *There shall be no hunting on Town Parcel 6(b).*
6. *There shall be no horses or horseback riding on Town Parcel 6(b).*
7. *There shall be no fishing on or from Town Parcel 6(b) or from the Pyramid Avenue Bridge.*
8. *Dogs and other domestic animals are not permitted on Town Parcel 6(b).*
9. *Town Parcel 6(b) shall only be open and accessible to the public from sunrise to sunset.*



10. *All vehicles (including but not limited to vehicles with trailers) transporting individuals using Town Parcel 6(b) shall be legally parked at all times. Motor vehicles are not permitted on Town Parcel 6(b), except in connection with the construction and maintenance of the improved pedestrian walkway from Pyramid Road to the Slate River or for emergency purposes.*
11. *No excessive noise, amplified noise, or speakers shall be permitted on Town Parcel 6(b). Those using Town Parcel 6(b) shall be quiet and respectful to the owners and users of the adjacent private property.*
12. *The Town shall maintain Town Parcel 6(b) similarly to other public areas in Town.*
13. *The Town shall exercise reasonable means to ensure that any person using Town Parcel 6(b) is provided with notice of these restrictions, including but not limited to posting a sign containing these restrictions on Town Parcel 6(b) consistent with the requirements set forth herein.*

Town Parcel 7

Town Parcel 7 shall be subject to the following deed restriction and covenants:

Town Parcel 7 shall only be used as open space and maintained in its natural state in perpetuity in order to preserve wetlands and wildlife habitat located thereon, provided however that in the event the Town uses the pond wetlands for storage of irrigation water, it shall keep the pond as full as possible consistent with such use and maintain the pond in a neat and attractive condition so that it serves as an aesthetic amenity for the Town Parcels and the residential lots located on the Applicant Retained Lands. In order to maintain the pond, the Town will periodically drain and/or clean the pond in order to keep the pond from gaining unreasonable amounts of sediment. Public access within Town Parcel 7 shall be limited to use of any sidewalk or trail extensions located in the wetland setback through Town Parcel 7 as shown on the Final Plat of the Slate River Subdivision, recorded on Sep. 10, 2020, at reception number 469207, in the office of the Gunnison County Clerk and Recorder.

Town Parcel 8:

Town Parcel 8 shall be subject to the following deed restriction:

Town Parcel 8 shall only be used as open space and maintained in its natural state in perpetuity, provided however that aesthetically pleasing landscaping shall be permitted.

Town Parcel 9:

Town Parcel 9 shall be subject to the following deed restriction and covenants:

Quitclaim Deed of Conveyance – Exhibit A-1
Covenants and Restrictions



Town Parcel 9 shall only be used as open space. No improvements shall be constructed or maintained on Town Parcel 9 other than the existing River Trail, provided however that aesthetically pleasing landscaping shall be permitted along with wildlife friendly fencing and signage as set forth in this paragraph. The Town shall install fencing or signage on Town Parcel 9 that limits public access on Town Parcel 9 to the River Trail itself, and which effectively precludes public access to the Slate River from Town Parcel 9. Such fencing shall be similar to wildlife friendly fencing along the Rec Path used to separate the Rec Path from adjacent private property.

The deed restrictions and covenants set forth above shall be run with the land and shall be binding upon the Town and the Town's successors in title and shall benefit Cypress Foothills, LP and any of its successors in title to any lots shown on the Plat other than the Town Parcels.



Quitclaim Deed of Conveyance Exhibit B-1

**(ADDITIONAL ENCUMBRANCES ON AND EXCEPTIONS TO THE TOWN
PARCELS)**

1. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 30, 1885 IN BOOK 45 AT PAGE 305 AND APRIL 15, 1886 IN BOOK 45 AT PAGE 314.
2. TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS REGARDING THE RIGHT OF THE PARTIES TO CONSTRUCT DITCHES REASONABLY NECESSARY TO CONVEY WATER AS CONTAINED IN THE FINAL PARTITION OF PROPERTY RECORDED JUNE 28, 1978 IN BOOK 516 AT PAGE 474.
3. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN WARRANTY DEED RECORDED AUGUST 16, 1978 IN BOOK 518 AT PAGE 403.
4. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JANUARY 13, 1995, IN BOOK 758 AT PAGE 689 AND RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 694.
5. RIGHT OF WAY EASEMENT, 20 FEET IN WIDTH, AS GRANTED TO ATMOS ENERGY IN INSTRUMENT RECORDED AUGUST 29, 2005 UNDER RECEPTION NO. 557487.
6. TERMS, CONDITIONS, RESTRICTIONS AND AGREEMENTS AS CONTAINED IN ROAD RESTRICTION AGREEMENT RECORDED JULY 12, 2006 UNDER RECEPTION NO. 566803.
7. RIGHT OF WAY EASEMENT AS GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574656.
8. RIGHT OF WAY EASEMENT AS GRANTED TO BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 574657.
9. CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM SURVEY FOOTHILLS AT CRESTED BUTTE RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. 628973.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN PRE-ANNEXATION AGREEMENT RECORDED MARCH 14, 2016 UNDER RECEPTION NO. 638399 AND IN AMENDMENT THERETO RECORDED DECEMBER 13, 2016 UNDER RECEPTION NO. 643828; AND IN THE SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT RECORDED OCTOBER 10, 2018 UNDER RECEPTION NO. 656557.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, RESOLUTION NO. 2016-33 RECORDED AUGUST 17, 2016 UNDER RECEPTION NO. 641341.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET

Quitclaim Deed of Conveyance – **Exhibit B-1**

Additional Encumbrances on and Additions to the Town Parcels

FORTH IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 17-25 RECORDED AUGUST 01, 2017 UNDER RECEPTION NO.
648056.

13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS
AND NOTES ON THE PLAT OF APERTURE RECORDED AUGUST 01, 2017
UNDER RECEPTION NO. 648057.
14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, RESTRICTIONS
BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT
IMPROVEMENTS AGREEMENT FOR SLATE RIVER DEVELOPMENT
RECORDED AUGUST 01, 2017 UNDER RECEPTION NO. 648058.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND
EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SEWER
EASEMENT AGREEMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION
NO. 648729.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET
FORTH IN DEVELOPMENT IMPROVEMENTS AGREEMENT FOR SLATE RIVER
DEVELOPMENT RECORDED AUGUST 31, 2017 UNDER RECEPTION NO. 648730.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND
EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE MAINTENANCE,
LICENSE, AND EASEMENT AGREEMENT RECORDED NOVEMBER 09, 2018
UNDER RECEPTION NO. 657206, AND THE FIRST AMENDMENT THERETO
RECORDED Sep. 8, 2020, UNDER RECEPTION NO. 669111.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND
EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT FOR
CEMETERY WATER LINE RECORDED NOVEMBER 09, 2018 UNDER
RECEPTION NO. 657207.
19. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, BURDENS AND
OBLIGATIONS AS SET FORTH IN ENVIRONMENTAL COVENANTS RECORDED
JULY 3, 2019 UNDER RECEPTION NO. 660859, 660860, AND 660861.
20. ANY FACTS, RIGHTS, EASEMENTS, LIENS, ENCUMBRANCES, DEFECTS,
ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE
CIRCUMSTANCE, INTERESTS OR CLAIMS THEREOF OR OTHER MATTERS
NOT SHOWN BY THE PUBLIC RECORDS.
21. ANY RIGHT, TITLE AND INTEREST OF THE UNITED STATES, STATE OF
COLORADO, OR GENERAL PUBLIC IN THE WATER OF THE SLATE RIVER
TRAVERSING A PORTION OF THE SUBJECT PROPERTY.
22. DEED OF TRUST TO MAPLEMARK BANK RECORDED AUGUST 21, 2018
UNDER RECEPTION NO. 655331.
23. LOAN MODIFICATION AGREEMENT RECORDED IN THE REAL PROPERTY
RECORDS OF GUNNISON COUNTY COLORADO ON AUGUST 30, 2019 AT
RECEPTION NUMBER 662030.
24. THE STATUTORY EXCEPTIONS SET FORTH IN C.R.S. § 38-30-113(5)(A).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS,
RESTRICTIONS AND OBLIGATIONS AS SET FORTH IN THE ANNEXATION
ORDINANCE RECORDED Sep. 10 2020 IN THE REAL PROPERTY
RECORDS OF GUNNISON COUNTY AT RECEPTION NUMBER 669204.

Quitclaim Deed of Conveyance – **Exhibit B-1**

Additional Encumbrances on and Additions to the Town Parcels

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, AGREEMENTS, RESTRICTIONS AND OBLIGATIONS AS SET FORTH AND GRANTED IN ANNEXATION AGREEMENT RECORDED Sep. 10, 2020 IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY AT RECEPTION NUMBER 669205.
27. BOATER ACCESS EASEMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GUNNISON COUNTY, COLORADO Sep. 10, 2020 AT RECEPTION NUMBER 669206.
28. FINAL PLAT OF THE SLATE RIVER SUBDIVISION, RECORDED ON Sep. 10, 2020, AT RECEPTION NUMBER 669207, IN THE OFFICE OF THE GUNNISON COUNTY CLERK AND RECORDER.

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Annexation Agreement – Exhibit B

FORM OF BOATER ACCESS EASEMENT AGREEMENT

This Boater Access Easement Agreement (this “Agreement”) is made and entered into this 10 day of September, 2020 (the “Effective Date”) by and between the TOWN OF CRESTED BUTTE, COLORADO (the “Town”), a Colorado home rule municipality, on the one hand, and CYPRESS FOOTHILLS, LP (“Cypress”), a Texas limited partnership, and the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA” and together with Cypress herein “Owners”), on the other hand. The Town and Owners are sometimes referred to herein as a “Party” or collectively as the “Parties.”

I. Recitals

- A. Cypress subdivided certain real property located along the Slate River in Gunnison County, Colorado resulting in Plat of Aperture, recorded on August 1, 2017, at reception number 648057 in the Office of the Gunnison County Clerk and Recorder (the “Plat”).
- B. The “East Parcel” of the Plat consists of residential lots, a lot owned by the Aperture HOA, and open space. The Aperture HOA owns the Open Space areas shown on the Plat, including “Open Space 1,” which includes the Slate River corridor.
- C. Open Space 1 is referred to herein as the “Property.”
- D. The West Remainder Parcel, as shown on the Plat, has been annexed into the Town. Cypress retained ownership of the “Applicant Retained Land” and conveyed to the Town the “Town Parcels,” all as shown on the Final Plat of the Slate River Subdivision, recorded 9/10, 2020, at reception number 669207 in the Office of the Gunnison County Clerk and Recorder. The Town Parcels include “Town Parcel 6(b).”
- E. There will be a “Boat Launch” located on Town Parcel 6(b) that will provide the exclusive access to the Easement Location as defined more specifically below. Restrictions on the uses of Town Parcel 6(b) will be contained in the instrument conveying the Boat Launch from Cypress to the Town. Accordingly, this Agreement only pertains to the Easement Location, as defined more specifically below.
- F. Cypress and the Town have entered into a “Pre-Annexation Agreement” recorded at reception number 638399 and two amendments thereto recorded respectively at reception numbers 643828 and 656557 (collectively the “Pre-Annexation Agreement”).
- G. Cypress and the Town have also entered into an “Annexation Agreement” recorded September 10, 2020, at reception number 669205 in the Office of the Gunnison County Clerk and Recorder.
- H. Section 6.4.1.6. of the Pre-Annexation Agreement and subsection B.2.1 of the Annexation Agreement provide that Cypress and the Town shall enter into a “Boater Access Easement Agreement” in order to allow public use of the surface of the Slate River as it flows through the Easement Location, as defined more

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



specifically below. The obligation to enter into the Boater Access Easement Agreement is also binding on the Aperture HOA, as Cypress's successor.

- I. This Agreement constitutes the Boater Access Easement Agreement contemplated by the Pre-Annexation Agreement and the Annexation Agreement.
- J. The effect of this Agreement is to make the Easement Location as defined more specifically below, available, in accordance with the terms and conditions contained herein, free of charge to the Town of Crested Butte, Colorado, and any individuals the Town authorizes to use the Easement for the recreational purposes set forth herein consistent and in accordance with C.R.S. § 33-41-101, *et seq.*

II. Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing recitals, which are incorporated herein by this reference, the Town and Owners agree as follows:

1. **Grant of Easement.** Owners hereby convey to the Town a non-exclusive easement over and across the location shown on **Exhibit A** ("Easement Location") for the purpose of providing recreational use along the surface of the Slate River as it flows through the Property (the "Easement"). For purposes of clarification, and as shown on **Exhibit A**, the Easement does not include any portion of the east bank of the Slate River, the west bank of the Slate River south of the Pyramid Avenue bridge across the Slate River, or the bed of the Slate River. Nor does it include any portion of the Pyramid Avenue bridge across the Slate River. The scope of this Agreement does not include, and this Agreement does not address, access to the Easement Location. Nothing in this Agreement is intended to provide a right of access to the Easement Location, and nothing in this Agreement is or shall be construed as promoting, facilitating, authorizing, or aiding and abetting access to the Easement Location from public or private property, including but not limited to Owners' private property and the private property of third parties. Cypress or the Aperture HOA shall have the right to construct a fence along the River Trail adjacent to the west bank of the Slate River similar to fencing along other sections of the Rec Path used to separate the Rec Path from adjacent private property.
2. **Use of the Easement.** Use of the Easement shall be subject to the following conditions:
 - a. Commercial use of the Easement for revenue is not permitted.
 - b. The Town and Owners shall develop signage to prevent trespassing by users of the Easement on Owners' private property. The type and location of such signage shall be approved by the Town and Owners, shall be consistent with this Agreement, and shall, to the extent possible, be consistent with signage posted upstream and downstream from the Easement. The Town shall be responsible for the installation of signage and cost thereof of on Town Parcel 6(b). Owners shall be responsible for

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



- the installation of signage and the cost thereof on Open Space Parcel 1 or elsewhere on the East Parcel.
- c. Boats within the Easement Location shall be limited to non-motorized, hand-carried watercraft such as paddle boards, kayaks, canoes, small non-commercial rafts, inner tubes, and the like.
 - d. The Easement shall not be used when the water level in the Slate River is so low that the river cannot be floated without touching the bed or banks of the river as it passes through the Easement Location.
 - e. The Town shall continue to participate in educational efforts by the Slate River Working Group to ensure that potential users of the Easement are aware of the proper uses of the Slate River, the scope of this Agreement, as well as those uses that are prohibited altogether.
 - f. No fishing from any location outside of the Easement Location into Easement Location.
 - g. No stopping, anchoring intentional slowing, or exiting watercraft is permitted at any location within the Easement Location. This Agreement does not give any person any right to touch the bed or banks of the Slate River.
 - h. Dogs and other domestic animals are not permitted within the Easement Location.
 - i. The Easement may be used only between sunrise and sunset.
 - j. No excessive noise, amplified noise, or speakers shall be permitted within the Easement Location. Those using the Easement shall be quiet within the Easement Location and respectful to the owners and users of the adjacent private property.
 - k. Any use of Owners' property, the Easement, or Easement Location inconsistent with this Agreement constitutes trespassing, except that floating the Slate River consistent with this Agreement shall not constitute trespassing.
3. Parties Right to Enforce Against Third Parties; But No Obligation. Each Party has the right, but not the obligation, to enforce, through any means available in law or equity, the terms, conditions, and restrictions in this Agreement, including but not limited to those terms, conditions, and restrictions set forth in paragraph two above, against any third party purporting to use the Easement and Easement Location pursuant to this Agreement. In addition, Owners hereby expressly reserve the right to pursue any and all remedies available in law or equity against any person accessing or using Owners' property, the Easement, or the Easement Location in a manner that is inconsistent with this Agreement.
4. Liability and Restoration Obligation. Consistent with paragraph 3 above, any person the using the Easement is liable for any damage to Owners' private property or any other private property caused by such person's use of the Easement, including but not limited to any damage to any water feature, diversion, storage, conveyance, or measuring structure or device, fences, bridges, fish, fishing improvement, fish habitat structure, or other improvement. In the

Annexation Agreement – Exhibit B
Boater Access Easement Agreement



event that any person using the Easement causes damage to Owners' real or personal property, or any other person's real or personal property, such person shall be obligated to restore the damaged property to the same condition it was in prior to such damage, or if such restoration is not possible, the such person shall replace the damaged property.

5. Fishing Improvements; No Floating Obstructions. Nothing in this Agreement shall prohibit Owners, their successors, or assigns from making natural or artificial improvements to fish habitat in accordance with applicable law or otherwise making diversions or appropriations of water, diversion structures, or any other improvements, alterations, fencing, or other modifications to any portion of Owners' property in accordance with applicable law, as long as such improvements, alterations, fencing, or other modifications do not obstruct floating on the Slate River, and such improvements do not adversely affect the Town's water rights in the Slate River, or the Town's rights and interests in its real property located adjacent to the west bank of the Slate River that Cypress conveys to the Town; provided however that nothing shall prevent Owners from installing reasonable "floater friendly" fencing on their property, across the Slate River or elsewhere, to control cattle, enhance privacy, or for other purposes.
6. No Interest in Land or Access to Other Private Property; No Waiver of Other Rights. The Parties are voluntarily agreeing to the river access and use authorized by this Agreement. Accordingly, the Town, together with any person it authorizes to use the Easement, shall not make a claim at any time to any interest or estate of any kind or extent in the Property except as set forth in this Agreement. This Agreement is not intended to authorize, and does not authorize, the Town, or any person the Town authorizes to use the Easement, to enter any other private property, and by entering into this Agreement, Owners are not approving, agreeing to, or acquiescing in, the use of private property owned by third parties. The Parties acknowledge and agree that nothing in this Agreement shall preclude any Party from pursuing any right or remedy such Party may have against any person engaging in conduct outside the scope of the uses and activities permitted by this Agreement.
7. Notice of Terms and Conditions. The Town shall exercise reasonable means to ensure that any person it allows to use the Easement is provided with notice of the terms and conditions contained in this Agreement, including but not limited to posting this agreement on the Town's website and posting a sign containing the rules and regulations for the use of the Easement contained herein at the Boat Launch. This sign will also state the same information as other signs the Town has placed along the Slate River informing river users of potentially dangerous conditions and proper floating etiquette. The Town acknowledges that it is familiar with the Property and the Easement Location, including the Slate River as it flows through the Property. The Town is entering into this Agreement with full knowledge of the dangers, risks, and hazards associated with the use of rivers in general and in particular with the use of the Slate River as it flows through the

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



Property, and the Town agrees to inform users of the Easement and the Slate River of the dangers, risks, and hazards associated with the use of the Slate River and of rivers in general, and in particular with the use of the Slate River as it flows through the Property.

8. **Indemnification and Enforcement.** Owners and the Town agree that the intent of this Agreement is to provide to Owners and the Town, their successors, and assigns, the protection afforded by C.R.S. § 33-41-103. Owners and the Town do not: (a) extend any assurance that the Easement Location is safe for any purpose; (b) confer upon any person using the Easement Location the legal status of an invitee or licensee to whom a duty of care is owed; or (c) assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person. Owners assume no liability for the safety and welfare of anyone on the Property at any time. The Easement granted herein is granted solely to the Town of Crested Butte, Colorado. The Town may allow, in its discretion, anyone or no one to use the Easement.

By using the Easement, a person (other than the Town) is agreeing to indemnify, defend and hold harmless Owners, the owners of lots within the Aperture subdivision, as well as their agents and employees from and against any and all claims, deaths, injuries, damages, losses, suits, actions, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of litigation as such fees, costs, and expenses are incurred) arising out of or in connection with such person's use of the Easement and Easement Location. The Town, for itself, and any person it allows to use the Easement, agrees to use the Property as permitted herein at its own risk, and releases Owners, their agents, employees, successors, and assigns, from any claims for any accident, injury, illness, or damage to the fullest extent permitted by law.

9. **Insurance.** For the duration of this Agreement, the Town agrees to maintain comprehensive general liability insurance that provides coverage for any claims arising from the use of the Easement and any and all activities within the Easement Location, including but not limited to any injury to or death of any person, or damage to the Property or other private property resulting from any use of the Easement. The amount of such coverage shall be at least equal to the limits of recovery set forth in C.R.S. § 24-10-114 and shall name Owners and the owners of lots within the Aperture subdivision as additional insureds. Each year this Agreement is in effect, and prior to January 31st, the Town shall furnish to Owners, their successors, or assigns as applicable, a certificate of insurance verifying and confirming that such insurance is in full force and effect and will remain in full force and effect throughout the year, that such insurance covers all use of the Easement and all activities within the Easement Location, and that Owners and the owners of lots within the Aperture subdivision are named as an additional insured on such policy.

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



10. Subsequent Restrictions. In the event the Town subsequently imposes or agrees to more restrictive terms and conditions on the public's use of the Slate River, such subsequent, more restrictive terms and conditions shall apply to the use of the Easement and the Easement Location.
11. Remedies. In the event of a breach of this Agreement, the non-breaching party shall have all rights and remedies available at law and in equity, including but not limited to the recovery of damages and/or the right to specifically enforce this Agreement.
12. Privileges and Permission Not Exclusive. The privileges and permission granted to the Town in this Agreement are not exclusive, and Owners reserve the right at any time to grant to others the same or similar permissions or privileges.
13. Governmental Immunity and Colorado Recreational Use Act. In entering into this Agreement, the parties intend to maximize to the extent permitted under the law the protections afforded to the parties by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, and the Colorado Recreational Use Statute, C.R.S. § 33-41-101 *et seq.*, as from time to time amended.
14. No Third-Party Beneficiaries. The Easement granted herein is granted to the Town and is not granted to the public at large. There are no direct intended third-party beneficiaries of this Agreement that are entitled to enforce the terms hereof. Members of the public are not granted any rights under this Agreement. Members of the public may be permitted to use the Easement by the Town pursuant to the terms of this Agreement, but no charge may be required by the members of the public. Accordingly, the purpose of this Agreement is to indirectly permit, without charge, the use of the Easement by the public within the meaning of C.R.S. § 33-41-103(1).
15. Duration. The Easement shall be perpetual in duration.
16. Appurtenant Easement. The Easement shall run with the Easement Location and shall be appurtenant to the Easement Location. The terms of this Agreement shall be binding upon the heirs, assigns, successors and personal representatives of the parties.
17. Recording. This Agreement shall be recorded by the Town in the real property records of Gunnison County, Colorado.
18. Effective Date. This Agreement shall be effective as of the Effective Date.
19. Authority. The persons executing this Agreement on behalf of the parties do hereby covenant and warrant that such persons are duly authorized and have the full right and authority to enter into this Agreement on behalf of the parties.

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



20. Waiver of Defects. In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, or over the procedure, substance or form of the resolutions adopting this Agreement.
21. Entire Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties with respect to the Easement and Easement Location and represents the total integrated agreement between the parties with respect to such subject matters.
22. Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.
23. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.
24. No Waiver. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.
25. Notices. Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP
Attention: Cameron Aderhold
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
cameron.aderhold@cypressequities.com

with a copy to:

Cypress Foothills, LP
Attention: Brian Parro
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
brian.parro@cypressequities.com

with a copy to:

Law of the Rockies
Attention: Marcus J. Lock
525 North Main Street

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



Gunnison, Colorado 81230
Facsimile: 970-641-1943
mlock@lawoftherockies.com

Aperture Homeowners Association, Inc.
Attention: Cameron Aderhold
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
cameron.aderhold@cypressequities.com

with a copy to:

Aperture Homeowners Association, Inc.
Attention: Brian Parro
8343 Douglas Ave., Suite 200
Dallas, Texas 75225
Facsimile: 214-283-1600
brian.parro@cypressequities.com

with a copy to:

Law of the Rockies
Attention: Marcus J. Lock
525 North Main Street
Gunnison, Colorado 81230
Facsimile: 970-641-1943
mlock@lawoftherockies.com

Town of Crested Butte
Attention: Town Manager, Dara MacDonald
507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224
Facsimile: 970-349-6626
dmacdonald@crestedbutte-co.gov

with a copy to:

Town Attorney
Sullivan Green Seavy, LLC
Barbara J. B. Green or John Sullivan
3223 Arapahoe Ave. Suite 300
Boulder, Colorado 80303
Barbara@sullivangreenseavy.com or John@sullivangreenseavy.com



28. *Electronic Reproductions; Counterparts.* For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

B-29

Annexation Agreement – **Exhibit B**
Boater Access Easement Agreement



COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Brian Parro as Chief Financial Officer and Vice President of Cypress Foothills, GP, LLC, which is the General Partner of Cypress Foothills, LP.
Witness my hand and official seal.

My commission expires: _____.

Notary Public

APERTURE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Brian Parro, President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Brian Parro, as president of Aperture Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public



Boater Access Agreement – Exhibit A

RIVER ACCESS MAP





Slate River Annexation Ordinance – Exhibit C

**ASSOCIATED AGREEMENTS BETWEEN THE TOWN OF CRESTED BUTTE AND
CYPRESS FOOTHILLS, LP AND OTHER DOCUMENTS RELATED THERETO**

1. Pre-annexation agreement recorded March 14, 2016 at reception number 638399,^[1] amendment to pre-annexation agreement recorded December 13, 2016 at reception number 643828, and second amendment to pre-annexation agreement, recorded October 10, 2018 at reception number 656557.
2. Aperture Plat, recorded August 1, 2017, at reception number 648057.
3. Declaration of Protective Covenants, Aperture recorded August 1, 2017 at reception number 648055; the First Amendment thereto recorded January 22, 2019, at reception number 658376 and the Second Amendment thereto recorder Sep. 8 2020, at reception 669112.
4. Water and Sewer Easement Agreement recorded August 31, 2017, at reception number 648729.
5. Development Improvements Agreement recorded on August 31, 2017, at reception number 648730.
6. Declaration of Covenant recorded September 19, 2017, at reception number 649112.
7. Water and Sewer Service Agreement recorded September 25, 2017, at reception number 649234.
8. Landscape Maintenance, License, and Easement Agreement recorded November 9, 2018 at reception number 657206, and the First Amendment thereto, recorded Sep. 8, 2020, at reception number 669111.
9. Easement Agreement for Cemetery Water Line, recorded November 9, 2018 at reception number 657207.
10. Environmental Covenants for TP2, TP3, and TP4 recorded July 3, 2019, at reception numbers 660859, 660860, and 660861.
11. No Action Determination dated July 8, 2019.

PLAT OF SLATE RIVER SUBDIVISION

BLOCKS 81 & 82, SLATE RIVER SUBDIVISION,
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,
RANGE 86 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 2 OF 3

Boundary Closure Report

COURSE: N00°58'55"E LENGTH: 117.71'
LENGTH: 155.70' RADIUS: 441.25'
DELTA: 62°12'34"
CHORD: 154.98'
COURSE: N40°54'37"E LENGTH: 238.91'
COURSE: N41°04'08"E LENGTH: 207.37'
COURSE: N38°49'23"E LENGTH: 88.19'
COURSE: N38°49'23"E LENGTH: 155.49'
COURSE: N47°11'18"E LENGTH: 116.48'
COURSE: S89°01'08"E LENGTH: 847.24'
COURSE: S18°37'54"E LENGTH: 72.28'
COURSE: S31°48'18"E LENGTH: 178.03'
COURSE: S39°17'42"E LENGTH: 66.87'
COURSE: S38°17'42"E LENGTH: 45.48'
COURSE: S51°28'53"E LENGTH: 17.47'
COURSE: S51°28'53"E LENGTH: 23.53'
COURSE: S41°57'29"E LENGTH: 67.50'
COURSE: S65°35'06"E LENGTH: 53.68'
COURSE: S51°38'54"W LENGTH: 31.84'
COURSE: N78°31'14"W LENGTH: 381.57'
COURSE: S61°45'55"W LENGTH: 620.96'
COURSE: S00°57'12"W LENGTH: 228.53'
COURSE: N86°02'47"W LENGTH: 430.36'
COURSE: S00°57'12"W LENGTH: 15.18'
COURSE: N88°14'53"W LENGTH: 17.52'
AREA: 616663.50 SQ. FT.
ERROR CLOSURE: 0.01
ERROR NORTH: 0.006
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COURSE: N12°10'34"W
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GRAPHIC SCALE

1 inch = 80 feet

1 inch = 80 feet

1 inch = 80 feet

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1 inch = 80 feet

1 inch = 80 feet

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 18" #8 REBAR WITH 1/2" ALUMINUM CAP PLATINUS SURVY 18407
- PER THE PLAT OF APERTURE, REG. NO. 548057

PARCEL LINE TABLE			PARCEL LINE TABLE			PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
1	25.81	N02°58'55"E	119	33.17	S02°32'22"W	127	37.58	N01°25'10"W
2	43.82	N03°35'32"E	120	13.78	S01°05'54"W	128	74.18	N01°25'10"W
3	30.12	N01°05'22"W	121	28.63	S00°57'12"W	129	50.96	S00°57'12"W
4	25.26	N04°37'00"W	122	34.18	S01°17'17"W	130	69.52	S01°17'17"W
5	34.23	N01°15'12"E	123	12.11	S00°57'12"W	131	27.88	S01°17'17"W
6	37.31	N04°37'00"W	124	24.71	S00°57'12"W	132	28.86	S01°17'17"W
7	48.54	N01°15'12"E	125	65.40	S01°17'17"W	133	44.58	N01°25'10"W
8	33.11	N01°15'12"E	126	36.20	S01°17'17"W	134	63.65	N01°25'10"W
9	38.42	N01°15'12"E	127	51.50	S01°17'17"W	135	116.45	S01°17'17"W
10	27.16	N04°37'00"W	128	30.38	S01°17'17"W	136	26.94	N01°25'10"W
11	31.54	N01°15'12"E	129	79.77	S01°17'17"W	137	120.46	S01°17'17"W
12	30.02	S01°17'17"W	130	25.92	S01°17'17"W	138	34.22	N01°25'10"W
13	32.68	S01°17'17"W	131	17.27	S01°17'17"W			
14	8.08	S01°17'17"W	132	69.54	S01°17'17"W			
15	42.43	S01°17'17"W	133	29.31	S01°17'17"W			
16	28.86	S01°17'17"W	134	35.76	S01°17'17"W			
17	20.19	S01°17'17"W	135	11.62	S01°17'17"W			
18	34.27	S01°17'17"W	136	120.88	S01°17'17"W			

CHORD #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
01	18.48	200.00	18°17'44"	S15°58'53"W	81.81
02	7.33	270.00	2°29'47"	N01°54'16"E	9.53
03	168.91	220.00	47°54'23"	N01°17'31"W	167.35
04	204.79	200.00	47°54'23"	S01°17'31"W	202.28
05	22.26	200.00	7°23'37"	N01°09'21"E	22.24

SLATE RIVER SUBDIVISION

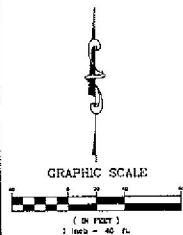
Flatiron, Inc.
Surveying, Engineering & Consulting
www.flatironinc.com
445 E. 9TH AVE.
DENVER, CO 80202
LANDMARK CO. 80202
FAX: (303) 733-1333
FAX: (303) 447-1855



JOB NUMBER:
17-70,413
DATE:
06-08-2000
DRAWN BY:
M. MUNKERHOLD
CHECKED BY:
SGL/JSG
SHEET 2 OF 3

Gunnison County, CO
9/16/2000 04:10:00 AM
Page 2 of 3
8:22:00 P (Sun/02)

BLOCKS 81 & 82, SLATE RIVER SUBDIVISION.
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,
RANGE 86 WEST OF THE 6TH P.M.,
COUNTY OF GUNNISON, STATE OF COLORADO
SHEET 3 OF 3
APPLICANT RETAINED LAND DETAIL



Garrison County, CO
8/18/2020 8:47:39 AM
305

Page 2 of
8 33.00 D (Transac

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SLATE RIVER SUBDIVISION

Flatiron, Inc.
Surveying, Engineering & Geomatics



JOB NUMBER:
17-70,453
DATE:
06-05-2020
DRAWN BY:
N. MUNKHÖLD
CHECKED BY:
BOU/JZG

SHEET 3 OF 3